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Hudson Spa, LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BOROUGH OF EDGEWATER,

Plaintiff,

vs.

WATERSIDE CONSTRUCTION, LLC; 38
COAH, LCC; DAIBES BROTHERS, INC.;
NORTH RIVER MEWS ASSOCIATES,
LLC; FRED A. DAIBES; TERMS
ENVIRONMENTAL SERVICES, INC.;
ALCOA INC (formerly known as
“Aluminum Company of America”);
ALCOA DOMESTIC LLC, as successor in
interest to A.P. NEW JERSEY, INC.;
HUDSON SPA, LLC; JOHN DOES 1-100;
and ABC CORPORATIONS 1-100,

Defendants,

and

WATERSIDE CONSTRUCTION, LLC; 38
COAH, LLC; DAIBES BROTHERS, INC.;
NORTH RIVER MEWS ASSOCIATES,
LLC and FRED A. DAIBES,

Defendants/Third Party Plaintiffs,

vs.

NEGLIA ENGINEERING ASSOCIATES,

Third Party Defendant,

and

Civil Action No. 2:14-cv-05060 (JMV-JBC)

HUDSON SPA, LLC’S ANSWER
TO FIFTH AMENDED COMPLAINT
AND AFFIRMATIVE DEFENSES

ALCOA DOMESTIC, LLC as successor in
interest to A.P. NEW JERSEY, INC.,

Defendant/Third Party Plaintiff,

vs.

COUNTY OF BERGEN and RIVER ROAD
IMPROVEMENT PHASE II, INC., and
HUDSON SPA, LLC,

Third Party Defendants.

Defendant, Hudson Spa, LLC (“Hudson Spa”) by their counsel, Breslin and Breslin, P.A.,
answer the Plaintiff’s Fifth Amended Complaint as follows:

THE PARTIES

1. Inasmuch as Paragraph 1 contains allegations related to a party other than Hudson
can neither admit nor deny the allegations set forth in that Paragraph.

2. Inasmuch as Paragraph 2 contains allegations related to a party other than Hudson
can neither admit nor deny the allegations set forth in that Paragraph.

3. Inasmuch as Paragraph 3 contains allegations related to a party other than Hudson
can neither admit nor deny the allegations set forth in that Paragraph.

4. Inasmuch as Paragraph 4 contains allegations related to a party other than Hudson
can neither admit nor deny the allegations set forth in that Paragraph.

5. Inasmuch as Paragraph 5 contains allegations related to a party other than Hudson
can neither admit nor deny the allegations set forth in that Paragraph.

6. Inasmuch as Paragraph 6 contains allegations related to a party other than Hudson
can neither admit nor deny the allegations set forth in that Paragraph.

7. Inasmuch as Paragraph 7 contains allegations related to a party other than Hudson can neither admit nor deny the allegations set forth in that Paragraph.

8. Inasmuch as Paragraph 8 contains allegations related to a party other than Hudson can neither admit nor deny the allegations set forth in that Paragraph.

9. Inasmuch as Paragraph 9 contains allegations related to a party other than Hudson can neither admit nor deny the allegations set forth in that Paragraph.

10. Hudson Spa admits that Hudson Spa, LLC is a New Jersey limited liability company having its principal place of business at 115 River Road, suite 1201, Edgewater, new Jersey 07020. However, Hudson Spa can neither admit nor deny the remaining allegations set forth in Paragraph 10.

11. Inasmuch as Paragraph 11 contains allegations related to a party other than Hudson can neither admit nor deny the allegations set forth in that Paragraph.

12. Inasmuch as Paragraph 12 contains allegations related to a party other than Hudson can neither admit nor deny the allegations set forth in that Paragraph.

JURISDICTION AND VENUE

13. Hudson Spa can neither admit nor deny the allegations set forth in Paragraph 13, inasmuch as it makes legal conclusions to which Hudson Spa is not required to respond and which may vary from party to party.

14. Hudson Spa can neither admit nor deny the allegations set forth in Paragraph 13, inasmuch as it makes legal conclusions to which Hudson Spa is not required to respond and which may vary from party to party.

15. Hudson Spa can neither admit nor deny the allegations set forth in Paragraph 13, inasmuch as it makes legal conclusions to which Hudson Spa is not required to respond and which may vary from party to party.

16. Hudson Spa objects to the allegations contained in Paragraph 16 to the extent that Paragraph states conclusions to which no responsive pleading is required. Hudson Spa denies the remaining factual allegations of Paragraph 16 except to admit that Hudson Spa conducts business in the State of New Jersey.

BACKGROUND

17. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 17.

18. Inasmuch as Paragraph 18 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

19. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 19.

20. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 20.

21. Inasmuch as Paragraph 21 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

22. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 22.

23. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 23.

24. Inasmuch as Paragraph 24 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

25. Inasmuch as Paragraph 25 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

26. Inasmuch as Paragraph 26 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

27. Inasmuch as Paragraph 27 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

28. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 28.

29. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 29.

30. Inasmuch as Paragraph 30 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

31. Inasmuch as Paragraph 31 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

32. Inasmuch as Paragraph 32 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

33. Inasmuch as Paragraph 33 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

34. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 34.

35. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 35.

36. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 36.

37. Inasmuch as Paragraph 37 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

38. Inasmuch as Paragraph 38 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

39. Inasmuch as Paragraph 39 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

40. Inasmuch as Paragraph 40 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

41. Inasmuch as Paragraph 41 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

42. Inasmuch as Paragraph 42 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

43. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 43.

44. Inasmuch as Paragraph 44 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

45. Inasmuch as Paragraph 45 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

46. Inasmuch as Paragraph 46 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

47. Inasmuch as Paragraph 47 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

48. Inasmuch as Paragraph 48 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

49. Inasmuch as Paragraph 49 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

50. Inasmuch as Paragraph 50 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

51. Inasmuch as Paragraph 51 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

52. Inasmuch as Paragraph 52 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

53. Inasmuch as Paragraph 53 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

54. Inasmuch as Paragraph 54 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

55. Inasmuch as Paragraph 55 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

56. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 56.

57. Inasmuch as Paragraph 57 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

58. Inasmuch as Paragraph 58 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

59. Inasmuch as Paragraph 59 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

60. Inasmuch as Paragraph 60 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

61. Inasmuch as Paragraph 61 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

62. Inasmuch as Paragraph 62 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

63. Inasmuch as Paragraph 63 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

64. Inasmuch as Paragraph 64 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

65. Inasmuch as Paragraph 65 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

66. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 66.

67. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 67.

68. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 68.

69. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 69.

70. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 70.

71. Inasmuch as Paragraph 71 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

72. Inasmuch as Paragraph 72 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

73. Inasmuch as Paragraph 73 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

74. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 74.

75. Inasmuch as Paragraph 75 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

76. Inasmuch as Paragraph 76 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

77. Hudson Spa admits the allegations set forth in paragraph 77.

78. Hudson Spa denies the allegations set forth in paragraph 78.

79. Hudson Spa admits that Alcoa filed a Third-Party Complaint in this action against Hudson Spa, alleging that Hudson Spa, rather than Alcoa, was responsible for arranging, causing, or permitting contaminated fill material from Building 12 to be transported to or disposed of at Veteran's Field.

80. Inasmuch as Paragraph 80 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

81. Inasmuch as Paragraph 81 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

82. Inasmuch as Paragraph 82 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

83. Inasmuch as Paragraph 83 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

84. Inasmuch as Paragraph 84 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

85. Inasmuch as Paragraph 85 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

86. Inasmuch as Paragraph 86 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

87. Inasmuch as Paragraph 87 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

88. Inasmuch as Paragraph 88 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

89. Inasmuch as Paragraph 89 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

90. Inasmuch as Paragraph 90 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT I

Contribution under the Spill Act

(as to Waterside, Fred Daibes, Daibes Brothers, 38 COAH, North River, ALCOA, TERMS, ALCOA DOMESTIC, Hudson Spa, John Does 1-100 and ABC Corporations 1-100)

91. Hudson Spa repeats and re-alleges with the same force and affect as if set forth in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 91 of the Fifth Amended Complaint.

92. Hudson Spa refers to N.J.S.A. § 58:10-23.11f(a)(2) for the language therein and its exact meaning and effect.

93. Hudson Spa can neither admit nor deny the allegations in Paragraph 93 inasmuch as it makes legal conclusion to which Hudson Spa is not required to respond and which may vary from party to party.

94. Inasmuch as Paragraph 94 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

95. Inasmuch as Paragraph 95 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

96. Inasmuch as Paragraph 96 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

97. Inasmuch as Paragraph 97 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

98. Inasmuch as Paragraph 98 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

99. Inasmuch as Paragraph 99 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

100. Inasmuch as Paragraph 100 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

101. Inasmuch as Paragraph 101 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

102. Hudson Spa objects to the allegations contained in Paragraph 102 as that Paragraph states conclusions to which no responsive pleading is required. Hudson Spa admits that Hudson Spa is a New Jersey Corporation.

103. Inasmuch as Paragraph 103 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

104. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 104 and refers to Spill Act Section 58:10-23.11b, N.J.S.A. § 58:10-23.11b for the language therein and its exact meaning and effect.

105. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 105 and refers to Spill Act Section 58:10-23.11b, N.J.S.A. § 58:10-23.11b for the language therein and its exact meaning and effect.

106. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 106 and refers to Spill Act Section 58:10-23.11b, N.J.S.A. § 58:10-23.11b for the language therein and its exact meaning and effect.

107. Inasmuch as Paragraph 107 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

108. Inasmuch as Paragraph 108 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

109. Inasmuch as Paragraph 109 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

110. Inasmuch as Paragraph 110 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

111. Inasmuch as Paragraph 111 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

112. Inasmuch as Paragraph 112 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

113. Inasmuch as Paragraph 113 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

114. Inasmuch as Paragraph 114 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

115. Hudson Spa denies the allegations set forth in Paragraph 115.

116. Inasmuch as Paragraph 116 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

117. Inasmuch as Paragraph 117 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

118. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 118.

119. Hudson Spa denies that Plaintiff is entitled to contribution from Hudson Spa for investigation or remediation costs Plaintiff has incurred or will incur or for which Plaintiff is deemed liable. Inasmuch as Paragraph 119 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph. Nonetheless, Hudson Spa denies that Plaintiff is entitled to the relief described in that Paragraph.

COUNT II

Cost Recovery Under CERCLA

(as to Waterside, Fred Daibes, Daibes Brothers, 38 COAH, North River, ALCOA, ALCOA DOMESTIC, Hudson Spa, TERMS, John Does 1-100 and ABC Corporations 1-100)

120. Hudson Spa repeats and re-alleges with the same force and affect as if set forth in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 120 of the Fifth Amended Complaint.

121. Hudson Spa refers to Section 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(4)(B), for the language therein and its exact meaning and effect.

122. Hudson Spa refers to Sections 107(a)(1) and 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(1), (4)(B), for the language therein and its exact meaning and effect.

123. Hudson Spa refers to Sections 107(a)(2) and 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(2), (4)(B), for the language therein and its exact meaning and effect.

124. Hudson Spa refers to Sections 107(a)(3) and 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(3), (4)(B), for the language therein and its exact meaning and effect.

125. Hudson Spa refers to Sections 107(a)(4) and 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(4), (4)(B), for the language therein and its exact meaning and effect.

126. Hudson Spa can neither admit nor deny allegations set forth in Paragraph 126, inasmuch as it makes legal conclusions to which Hudson Spa is not required to respond and which may vary from party to party. Hudson Spa admits that Hudson Spa is a limited liability company organized under the laws of the State of New Jersey. Inasmuch as Paragraph 126 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that paragraph.

127. Hudson Spa denies that Hudson Spa are owners and/or “operators” of Veteran’s Field within the meaning of Section 101(20) of CERCLA , 42 U.S.C. § 9601(20). Inasmuch as

Paragraph 127 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that paragraph.

128. Hudson Spa denies that Hudson Spa arranged, by contract, agreement, or otherwise, for disposal of hazardous substances at Veteran's Field. Inasmuch as Paragraph 128 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

129. Inasmuch as Paragraph 129 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

130. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 130.

131. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 131.

132. Hudson Spa denies that Hudson Spa is liable under CERCLA as persons who at the time of disposal of any hazardous substances owned or operated any facility at which hazardous substances were disposed. Inasmuch as Paragraph 132 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

133. Hudson Spa denies that Hudson Spa is liable under Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3), as a person who by contract, agreement, or otherwise arranged for the disposal or treatment of hazardous substances. Inasmuch as Paragraph 133 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

134. Inasmuch as Paragraph 134 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

135. Hudson Spa denies that Plaintiff is entitled to recovery from Hudson Spa for its costs of response incurred in connection with Veteran's Field. Inasmuch as Paragraph 135 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph. Nonetheless, Hudson Spa denies that Plaintiff is entitled to the relief described in that Paragraph.

COUNT III

Breach of Contract (as to Waterside)

136. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 136 of the Fifth Amended Complaint.

137. Inasmuch as Paragraph 137 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

138. Inasmuch as Paragraph 138 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

139. Inasmuch as Paragraph 139 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

140. Inasmuch as Paragraph 140 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

141. Inasmuch as Paragraph 141 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

142. Inasmuch as Paragraph 142 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

143. Inasmuch as Paragraph 143 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

144. Inasmuch as Paragraph 144 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

145. Inasmuch as Paragraph 145 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

146. Inasmuch as Paragraph 146 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

147. Inasmuch as Paragraph 147 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

148. Inasmuch as Paragraph 148 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

149. Inasmuch as Paragraph 149 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

150. Inasmuch as Paragraph 150 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

151. Inasmuch as Paragraph 151 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

152. Inasmuch as Paragraph 152 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

153. Inasmuch as Paragraph 153 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

154. Inasmuch as Paragraph 154 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

155. Inasmuch as Paragraph 155 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

156. Inasmuch as Paragraph 156 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

157. Inasmuch as Paragraph 157 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT IV

Fraud (as to Waterside and Fred Daibes)

158. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 158 of the Fifth Amended Complaint.

159. Inasmuch as Paragraph 159 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

160. Inasmuch as Paragraph 160 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

161. Inasmuch as Paragraph 161 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

162. Inasmuch as Paragraph 162 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

163. Inasmuch as Paragraph 163 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

164. Inasmuch as Paragraph 164 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

165. Inasmuch as Paragraph 165 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

166. Inasmuch as Paragraph 166 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT V

Negligence (as to Waterside)

167. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 167 of the Fifth Amended Complaint.

168. Inasmuch as Paragraph 168 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

169. Inasmuch as Paragraph 169 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

170. Inasmuch as Paragraph 170 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

171. Inasmuch as Paragraph 171 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

172. Inasmuch as Paragraph 172 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

173. Inasmuch as Paragraph 173 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT VI

Negligence (as to Fred Daibes, Daibes Brothers, and 38 COAH)

174. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 174 of the Fifth Amended Complaint.

175. Inasmuch as Paragraph 175 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

176. Inasmuch as Paragraph 176 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

177. Inasmuch as Paragraph 177 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

178. Inasmuch as Paragraph 178 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

179. Inasmuch as Paragraph 179 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

180. Inasmuch as Paragraph 180 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

181. Inasmuch as Paragraph 181 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

182. Inasmuch as Paragraph 182 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

183. Inasmuch as Paragraph 183 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

184. Inasmuch as Paragraph 184 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT VII

Negligence (as to ALCOA, ALCOA DOMESTIC and Hudson Spa)

185. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 185 of the Fifth Amended Complaint.

186. Inasmuch as Paragraph 186 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

187. Inasmuch as Paragraph 187 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

188. Inasmuch as Paragraph 188 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

189. Inasmuch as Paragraph 189 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

190. Inasmuch as Paragraph 190 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

191. Inasmuch as Paragraph 191 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

192. Inasmuch as Paragraph 192 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

193. Inasmuch as Paragraph 193 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

194. Inasmuch as Paragraph 194 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

195. Inasmuch as Paragraph 195 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

196. Inasmuch as Paragraph 196 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

197. Inasmuch as Paragraph 197 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

198. Inasmuch as Paragraph 198 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

199. Inasmuch as Paragraph 199 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

200. Inasmuch as Paragraph 200 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

201. Inasmuch as Paragraph 201 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

202. Inasmuch as Paragraph 202 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

203. Inasmuch as Paragraph 203 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

204. Inasmuch as Paragraph 204 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

205. Inasmuch as Paragraph 205 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

206. Hudson Spa denies the allegations set forth in Paragraph 206. Inasmuch as Paragraph 206 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

207. Hudson Spa denies the allegations set forth in Paragraph 207. Inasmuch as Paragraph 207 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

208. Hudson Spa denies the allegations set forth in Paragraph 208. Inasmuch as Paragraph 208 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

209. Hudson Spa denies the allegations set forth in Paragraph 209. Inasmuch as Paragraph 209 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

210. Hudson Spa denies the allegations set forth in Paragraph 210. Inasmuch as Paragraph 210 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

211. Hudson Spa denies the allegations set forth in Paragraph 211. Inasmuch as Paragraph 211 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

212. Hudson Spa denies the allegations set forth in Paragraph 212. Inasmuch as Paragraph 212 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

213. Hudson Spa denies the allegations set forth in Paragraph 213. Inasmuch as Paragraph 213 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

214. Hudson Spa denies the allegations set forth in Paragraph 214. Inasmuch as Paragraph 214 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT VIII

**Unjust Enrichment (as to Waterside, Fed Daibes, North River, Daibes Brothers,
39 COAH, ALCOA, ALCA Domestic, and Hudson Spa)**

215. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 215 of the Fifth Amended Complaint.

216. Hudson Spa denies the allegations set forth in Paragraph 216. Inasmuch as Paragraph 216 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

217. Hudson Spa denies the allegations set forth in Paragraph 217. Inasmuch as Paragraph 217 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

218. Hudson Spa denies the allegations set forth in Paragraph 217. Inasmuch as Paragraph 217 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

219. Hudson Spa denies knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 218.

220. Hudson Spa denies the allegations set forth in Paragraph 220. Inasmuch as Paragraph 220 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

221. Hudson Spa objects to the allegations contained in Paragraph 221 to the extent that Paragraph states conclusions to which no responsive pleading is required. Inasmuch as

Paragraph 221 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT IX

Strict Liability (as to ALCOA, ALCA Domestic, and Hudson Spa)

222. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 222 of the Fifth Amended Complaint.

223. Hudson Spa denies the allegations set forth in Paragraph 223. Inasmuch as Paragraph 223 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

224. Hudson Spa denies the allegations set forth in Paragraph 224. Inasmuch as Paragraph 224 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

225. Hudson Spa denies the allegations set forth in Paragraph 225. Inasmuch as Paragraph 225 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

226. Hudson Spa denies the allegations set forth in Paragraph 226. Inasmuch as Paragraph 226 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT X

**Strict Liability (as to Waterside, Fred Daibes, Daibes Brothers,
North River, and 38 COAH)**

227. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 227 of the Fifth Amended Complaint.

228. Inasmuch as Paragraph 226 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

229. Inasmuch as Paragraph 226 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

230. Inasmuch as Paragraph 226 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

231. Inasmuch as Paragraph 226 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT XI

**Violation of the New Jersey Consumer Fraud Act
(as to Waterside and Fred Daibes)**

232. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 232 of the Fifth Amended Complaint.

233. Inasmuch as Paragraph 233 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

234. Inasmuch as Paragraph 234 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

235. Inasmuch as Paragraph 235 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

236. Inasmuch as Paragraph 236 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

237. Inasmuch as Paragraph 237 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

238. Inasmuch as Paragraph 238 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

239. Inasmuch as Paragraph 239 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

240. Inasmuch as Paragraph 240 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

241. Inasmuch as Paragraph 241 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

242. Inasmuch as Paragraph 242 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

243. Inasmuch as Paragraph 243 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

244. Inasmuch as Paragraph 244 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

245. Inasmuch as Paragraph 245 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

246. Inasmuch as Paragraph 246 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

247. Inasmuch as Paragraph 247 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

248. Inasmuch as Paragraph 248 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

249. Inasmuch as Paragraph 249 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

250. Inasmuch as Paragraph 250 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

251. Inasmuch as Paragraph 251 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

252. Inasmuch as Paragraph 252 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

253. Inasmuch as Paragraph 253 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

254. Inasmuch as Paragraph 254 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

255. Inasmuch as Paragraph 255 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

256. Inasmuch as Paragraph 256 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT XII

Breach of Contract (as to TERMS)

257. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 257 of the Fifth Amended Complaint.

258. Inasmuch as Paragraph 258 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

259. Inasmuch as Paragraph 259 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

260. Inasmuch as Paragraph 260 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

261. Inasmuch as Paragraph 261 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

262. Inasmuch as Paragraph 262 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

263. Inasmuch as Paragraph 263 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

264. Inasmuch as Paragraph 264 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

265. Inasmuch as Paragraph 265 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

266. Inasmuch as Paragraph 266 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

267. Inasmuch as Paragraph 267 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

268. Inasmuch as Paragraph 268 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

COUNT XIII

Negligence (as to TERMS)

269. Hudson Spa repeats and re-alleges with the same force and effect as if set forth here in full its answers to each and every allegation contained in each paragraph incorporated by reference in Paragraph 269 of the Fifth Amended Complaint.

270. Inasmuch as Paragraph 270 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

271. Inasmuch as Paragraph 271 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

272. Inasmuch as Paragraph 272 contains allegations related to a party other than Hudson Spa, Hudson Spa can neither admit nor deny the allegations set forth in that Paragraph.

PRAYER FOR RELIEF

WHEREFORE, Defendant, Hudson Spa, demands judgement dismissing Plaintiff Borough of Edgewater's complaint, with prejudice, together with attorney's fees, costs of suit and such other further relief as the Court deems just and equitable.

FIRST AFFIRMATIVE DEFENSE

The claims of Plaintiff Borough of Edgewater are barred by the Doctrine of Estoppel.

SECOND AFFIRMATIVE DEFENSE

The claims of Plaintiff Borough of Edgewater are barred by the Doctrine of Waiver.

THIRD AFFIRMATIVE DEFENSE

The claims of Plaintiff Borough of Edgewater are barred by the Doctrine of Illegality

FOURTH AFFIRMATIVE DEFENSE

The claims of Plaintiff Borough of Edgewater are barred by the Doctrine of Unclean Hands

FIFTH AFFIRMATIVE DEFENSE

The claims of Plaintiff Borough of Edgewater are barred by the Doctrine of Laches.

SIXTH AFFIRMATIVE DEFENSE

Negligence, if any, on the part of the Defendant was not the proximate cause of any injuries or damages which may have been sustained by the of Plaintiff Borough of Edgewater.

SEVENTH AFFIRMATIVE DEFENSE

This Defendant was guilty of no negligence which was the proximate cause of the injuries and/or damages alleged.

EIGHTH AFFIRMATIVE DEFENSE

The Defendant breached no duty owed to the Plaintiff Borough of Edgewater or other Defendants.

NINTH AFFIRMATIVE DEFENSE

This Defendant fulfilled all of its duties and obligations whether arising from common law, statute, tort, or otherwise.

TENTH AFFIRMATIVE DEFENSE

The damages of the Plaintiff Borough of Edgewater, if any, are as limited by the applicable laws of the State of New Jersey as respects comparative negligence.

ELEVENTH AFFIRMATIVE DEFENSE

Any injuries or damages suffered by Plaintiff Borough of Edgewater or others were the result of and/or the unavoidable consequence of their own tortious conduct and/or misconduct and actions.

TWELFTH AFFIRMATIVE DEFENSE

The injuries or damages which are the subject matter of the Complaint are the result of acts, omissions, and/or conduct of other persons over whom this Defendant exercised no control and for whose conduct this Defendant was not responsible.

THIRTEENTH AFFIRMATIVE DEFENSE

The negligence of the Plaintiff Borough of Edgewater and/or other Defendants, or other negligence attributable to them, bars recovery against this Defendant under the Doctrine of Contributory Negligence. In the event such contributory negligence is adjudged to be not greater than the negligence of this Defendant, this Defendant demands the Plaintiff Borough of Edgewater damages be diminished by the percentage of Plaintiff Borough of Edgewater's contributory negligence.

FOURTEENTH AFFIRMATIVE DEFENSE

The applicable law, rule, statute or regulation, including but not limited to, the Statute of Limitations, controlling or requiring the instruction of suit within a certain period of time following its accrual, was not complied with by Plaintiff Borough of Edgewater, and accordingly, their claim is barred.

FIFTEENTH AFFIRMATIVE DEFENSE

This Defendant reserves the right to amend its Answer to assert additional defenses and/or supplement or change this Answer, upon the revelation of more definite facts during and/or upon the completion of further discovery and investigation.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendant Hudson Spa, LLC has a complete defense to any liability under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et. seq. ("CERCLA") pursuant to CERCLA § 107(b)(3), 42 U.S.C. § 9607(b)(3), inasmuch as the alleged release or threatened release was caused solely by the acts or omissions of unrelated third parties who were not agents or employees of Hudson Spa, LLC and with whom Hudson Spa, LLC had no control. Hudson Spa, LLC exercised due care as to any alleged hazardous substance;

and Hudson Spa, LLC took precautions against foreseeable third-party acts or omissions, and against the foreseeable consequences of such acts or omissions, within the meaning of CERCLA § 107(b), 42 U.S.C. § 9607(b).

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff Borough of Edgewater has no claim under CERCLA because Plaintiff Borough of Edgewater has failed to establish prima facie case against Defendant Hudson Spa, LLC.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff Borough of Edgewater has no claim under CERCLA because Defendant Hudson Spa, LLC are not covered persons within the meaning of CERCLA.

NINETEENTH AFFIRMATIVE DEFENSE

“Hazardous substance”, as defined in CERCLA § 101(14), 42 U.S.C. § 9601(14) were not released into the environment by Defendant Hudson Spa, LLC within the meaning of the word “release” as defined in CERCLA § 101(22), 42 U.S.C. § 9601(22). Even if there were “hazardous substances”, as defined by CERCLA § 101(14), 42 U.S.C. § 9601(14) released into the environment by Hudson Spa, LLC within the meaning of the word “release” as defined in CERCLA § 101(22), 42 U.S.C. § 9601(22), which Hudson Spa, LLC denies, the release did not affect the Veteran’s Field Site that is the subject of this action.

TWENTIETH AFFIRMATIVE DEFENSE

The costs incurred or to be incurred by Plaintiff Borough of Edgewater and which Plaintiff seeks to recover in this action are not recoverable to the extent that they are not necessary costs of response consistent with the National Contingency Plan.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to allege or establish the required nexus between Hudson Spa, LLC and the Veteran's Field Site that is the subject of this Action.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred to the extent that Plaintiff did not comply with the statutory and/or regulatory prerequisites necessary to bring a CERCLA action.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiff has no claim under the Spill Compensation and Control Act, N.J.S.A § 58:10-23.11 et seq. ("Spill Act" or "Act") against Defendant Hudson Spa, LLC because Hudson Spa, LLC is not a discharger and/or responsible within the meaning of the act, and/or damages, if any, are the result of conduct prior to the effective date of the Spill Act.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiff Borough of Edgewater's claims are barred to the extent that Plaintiff did not comply with the requirements and prerequisites of the Spill Act.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

In the event that Plaintiff is entitled to contribution from Hudson Spa, LLC under the Spill Act, such relief is limited to "clean up and removal costs" as defined at N.J.S.A. § 58:10-23b.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiff Borough of Edgewater's claims are barred by the statutory defenses to liability provided by the Spill Act.

CROSS CLAIM FOR CONTRIBUTION

Defendant Hudson Spa, LLC hereby demands contribution from the Defendants, Waterside Construction, LLC, 38 Coah, LLC, Daibes Brothers, Inc., North River Mews Associates, LLC, and Fred A. Daibes pursuant to the terms and provisions of the New Jersey Tortfeasors Contribution Act, N.J.S.A. 2A:53-A1, et seq, and under the provisions of the Comparative Negligence Act, N.J.S.A. 2A:15.5.1 et seq.

CROSS CLAIM FOR INDEMNIFICATION

Defendant Hudson Spa, LLC by way of Crossclaim for Indemnification against the Defendants Waterside Construction, LLC, 38 Coah, LLC, Daibes Brothers, Inc., North River Mews Associates, LLC, and Fred A. Daibes, says:

FIRST COUNT

1. Under a contract dated November 27, 2012, The Heaven, LLC contracted with Waterside for demolition of Building 12. Hudson Spa Club, LLC is the successor in interest to The Heaven, LLC. Pursuant to the contract, Waterside Construction, LLC agreed to indemnify and hold harmless Hudson Spa Club, LLC against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performances of the demolition agreement, provided that such claim, damage, loss or expense was attributable to injury or destruction of tangible property to the extent such injury was caused by the negligent acts of Waterside. A copy of said contract is attached as Exhibit B to Defendant/Third-Party Plaintiff Alcoa's Third-Party Complaint against Hudson Spa, LLC.

2. Under a contract dated April 5, 2012, Hudson Spa Club, LLC contracted with North River Mews Associates, LLC and 38 COAH Associate, LLC for a Ground Lease of the premises

upon which Building 12 is located. North River Mews Associates, LLC and 38 COAH Associate, LLC warranted that no hazardous substances were present on the site, and that no hazardous substances would be present at the start of the lease. North River Mews Associates, LLC and 38 COAH Associate, LLC agreed to indemnify and hold harmless each party against any and all claims, losses, liabilities, lawsuits, fees, damages and expenses arising from breaches of warranties. A copy of said contract is attached as Exhibit A.

3. Upon information and belief, Defendants Waterside Construction, LLC, 38 Coah, LLC, Daibes Brothers, Inc., North River Mews Associates, LLC, and Fred A. Daibes knew that hazardous PCBs were present at the Alcoa site at the start of the lease agreement.

4. Defendants Waterside Construction, LLC, 38 Coah, LLC, Daibes Brothers, Inc., North River Mews Associates, LLC, and Fred A. Daibes at all times exercised a degree of control over the Alcoa site during the arrangement for the disposal of the contaminated fill material.

5. Upon information and belief, Defendants Waterside Construction, LLC, 38 Coah, LLC, Daibes Brothers, Inc., North River Mews Associates, LLC, and Fred A. Daibes purposefully, improperly, and/or negligently caused or arranged concrete from Alcoa Building 12 to be crushed at the Alcoa site and then transported to and disposed of at Veteran's Field.

6. Upon information and belief, Defendants Waterside Construction, LLC, 38 Coah, LLC, Daibes Brothers, Inc., North River Mews Associates, LLC, and Fred A. Daibes arranged, caused, or permitted fill material that they knew or should have known to be PCB-contaminated concrete to be transported to or disposed at the Veteran's Field site in violation of state and federal environmental laws.

WHEREFORE, this Defendant, Hudson Spa hereby demands judgement against the Defendants for any and all sums that may be adjudged against this Defendant in favor of the Plaintiff, together with interest, costs and counsel fees.

CERTIFICATION

I hereby certify that the within Answer was filed in accordance with the Application for Extension of Time to Answer, Move or Otherwise Reply executed by Judge James B. Clark, III on June 1, 2018.

BRESLIN AND BRESLIN, P.A.

Attorney for Defendant, Hudson Spa Club, LLC

By: Kevin C. Corriston /s/

Dated: May 25, 2018

Kevin C. Corriston, Esq.

41 Main Street

Hackensack, NJ 07601